



Invitation for Bids Maryland State Archives Data Center UPS upgrade

Prospective bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and email address so that the amendments to the IFB or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

Key Information Summary

IFB Issue Date:	June 6, 2006		
Closing Date and Time:	June 26, 2006 - 3:00 p.m. local time		
IFB Issuing Office:	Maryland State Archives		
Procurement Officer:	Timothy D. Baker Deputy State Archivist	email: tbaker@mdsa.net	Phone: 410 260 6402
Deliver Bids to:	Maryland State Archives Room 223 350 Rowe Blvd Annapolis, MD 21401		

Pre-Bid Conference: Scheduled for June 15, 2006 at 2:00pm at the State Archives, 350 Rowe Blvd., Annapolis MD 21401. For directions to the Archives, see <http://www.mdarchives.state.md.us/msa/intromsa/html/direct.html>

Written Questions Accepted: Written questions to the Procurement Officer only will be accepted at tbaker@mdsa.net prior to the Pre-Bid Conference. Answers to all questions will be distributed. If these result in substantive changes to the IFB, all vendors who are known to have received a copy of the IFB will be provided written notification in the form of an amendment.

Contents

Contractor Survey	2
Section 1 - General Information	3
Section 2 - Description of Required Services and Deliverables	7
Section 3 – Bid Preparation, Submission and Selection Procedure	11
Section 4 - Attachments	13

Summary

The Maryland State Archives is soliciting bids to acquire and have installed redundant power supply and distribution to existing APC InfraStruXture Solution uninterruptible power supply. The current system is an APC Infrastructure 80 kW unit. This new unit to be acquired through this procurement will also be an APC Infrastructure 80 kW unit.

Contractor Survey

In order to help us improve the quality of State bid and proposal solicitations, and make our procurement process more responsive and "business friendly," we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal, or "no bid," as the case may be. Thank you for your assistance.

Bid/Proposal Number: 06-05 Data Center UPS upgrade

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other:

Please Describe

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

Remarks:

Offeror Name: _____

Contact Person: _____

Phone (____) _____ - _____

Address: _____

Section 1 - General Information

1.1 SUMMARY STATEMENT

The Maryland State Archives is soliciting bids to acquire and have installed redundant power supply and distribution to existing APC InfraStruXture Solution uninterruptible power supply. The current system is an APC Infrastructure 80 kW unit. This new unit to be acquired through this procurement will also be an APC Infrastructure 80 kW unit.

1.2 DEFINITIONS

For purposes of this IFB the following terms have the meanings indicated below:

MSA -- Maryland State Archives

MBE -- Minority Business Enterprise as certified by the Maryland Department of Transportation under COMAR 21.11.03.

1.3 ISSUING OFFICE

The sole point of contact in the State for purposes of this IFB is the Procurement Officer at the Issuing Office address listed below:

Maryland State Archives
350 Rowe Boulevard, Room 223
Annapolis, MD 21401
Telephone #: 410-260-6402
Fax #: 410-974-3895
E-mail: tbaker@mdsa.net

The Procurement Officer is: Timothy D. Baker, Deputy State Archivist

1.4 PRE-BID CONFERENCE

Scheduled as noted above in "Key Information Summary" Section. Attendance is not mandatory but all interested offerors are encouraged to attend in order to facilitate better preparations of bids. A tour of the facility will also be offered at that time.

1.5 CLOSING DATE

One original and one copy of vendor bid must be received by the procurement officer by the closing date and time noted above in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing bids should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10, bids or unsolicited amendments arriving after the closing time and date will not be considered. Proposals delivered electronically by email or facsimile will not be considered.

1.6 DURATION OF BID

Bids submitted in response to this solicitation are irrevocable for 90 days following the bid opening. The Procurement Officer may request bidders to extend the time during which the state may accept their bids provided that, with regard to bids, no other change is permitted.

1.7 REVISIONS TO THE IFB

If it becomes necessary to revise this solicitation before the due date, amendments will be provided to all prospective offerors that were sent this IFB or otherwise are known by the Procurement Officer to have obtained this IFB. Acknowledgment of the receipt of all amendments issued must accompany the bid.

1.8 AMENDMENTS TO INVITATIONS FOR BIDS

- A. Form. Each amendment to an invitation for bids shall be identified as such and shall require that the bidder acknowledge its receipt. The amendment shall reference the portion of the invitation for bids it amends. The procurement officer shall authorize the issuance of an amendment.
- B. Distribution. Amendments shall be sent to all prospective bidders who were sent an invitation for bids or who are known to the procurement officer to have obtained the bidding documents.

- C. Timeliness. Amendments shall be distributed within a reasonable time to allow prospective bidders to consider them in preparing their bids. If the time and date for receipt of bids does not permit preparation, the time shall be increased to the extent possible in the amendment or, if necessary by telegram or telephone and confirmed in the amendment.

1.9 CANCELLATIONS

The State reserves the right to accept or reject any and all bids, in whole or in part, received in response to this IFB, to waive or permit cure of minor irregularities necessary to serve the best interests of the State of Maryland.

1.10 ORAL PRESENTATION

Offerors may be required to make oral presentations to State representatives in order to clarify their proposals. Significant representations made during the oral presentation must be confirmed in writing and shall become part of the offeror's bid and are binding if the contract is awarded.

1.11 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an offeror in preparing and submitting a bid / proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.12 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's bid to meet the requirements of this IFB.

1.13 DISPUTES / PROTESTS

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.14 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or Alternate proposals will not be considered.

1.15 ACCESS TO PUBLIC RECORDS ACT NOTICE

An offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

1.16 OFFEROR RESPONSIBILITIES

The State will enter into a contractual agreement only with the selected offeror. The selected offeror shall be responsible for all products and services required by this solicitation.

1.17 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this IFB, an offeror, if selected for award, agrees to the terms of this IFB and all provisions of the contract (Attachment A). Exceptions taken must be clearly defined in the Executive Summary of the Technical Proposal. Please note that any such exceptions may potentially disqualify the bid.

1.18 BID / PROPOSAL AFFIDAVIT

All bids submitted by an offeror must be accompanied by a completed Bid / Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this IFB.

1.19 CONTRACT AFFIDAVIT

All offerors are advised that if a contract is awarded as a result of this solicitation, the successful offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C. This Affidavit need not be submitted with an offeror's bid but must be provided upon notice of contract award.

1.20 ARREARAGES

By submitting a response to this solicitation, the offeror represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for contract award.

1.21 TAX EXEMPTION

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.

1.22 PROCUREMENT METHOD

The contract will be awarded in accordance with the competitive sealed bidding process under Maryland Code of Regulations (COMAR) 21.05.02.

1.23 DELIVERY AND ACCEPTANCE

Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchased replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

1.24 EPA COMPLIANCE

Materials, supplies, equipment or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

1.25 OCCUPATIONAL SAFETY AND HEALTH ACT

All materials, supplies equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

1.26 INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

1.27 CONTRACTOR'S INVOICES

Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations.

1.28 CONTRACT DURATION

The expectation is that the equipment associated with the Contract shall be delivered and set up and fully operational within a two month period beginning immediately upon approval of the Maryland Department of Budget and Management and agency issuance of a purchase order. The contract shall terminate after the three year maintenance agreement expires which shall be three years from the end of the 30 day period of performance acceptance.

1.29 CONTRACT TYPE

The Contract shall be a Fixed Price (FP) Contract as defined by COMAR Title 21.06.03.

1.30 VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It

is strongly recommended that any potential offeror complete registration prior to the due date for receipt of proposals. An offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful offeror from final consideration and recommendation for contract award.

1.31 eMARYLAND MARKETPLACE FEE

COMAR 21.02.03.06 requires that the successful bidder/offeror under this solicitation pay a fee to support the operation of eMaryland Marketplace. The applicable fee is based on total contract value (including base contract plus all options). A total contract value that is other than an even dollar amount will be rounded to the nearest dollar to determine the appropriate fee level. For example, a total contract value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total contract value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. A copy of COMAR 21.02.03.06 can be found on the eMM website at www.eMarylandMarketplace.com

The fee amount must be included within the rate or price of the proposal/bid and may not be quoted as a separate add-on price.

In order to receive a contract award, a vendor must be registered on eMaryland Marketplace. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. These guidelines can be found on the eMaryland Marketplace website at www.eMarylandMarketplace.com.

To assist vendors in determining the amount to be included in the proposal, MSA has provided the chart below that defines the fee based on the contract award amount.

Level	Contract Value	Fee
1	\$25,001 - \$50,000	\$100
2	\$50,001 - \$100,000	\$200
3	\$100,001 - \$200,000	\$500
4	\$200,001 - \$500,000	\$1,000
5	\$500,001 - \$1,000,000	\$2,500
6	\$1,000,001 - \$10,000,000	\$5,000
7	\$10,000,001 - \$25,000,000	\$7,500
8	\$25,000,001 - \$50,000,000	\$10,000
9	\$50,000,001 and over	\$15,000

1.32 MINORITY BUSINESS ENTERPRISES

NOTICE: The procedure for submitting MBE information and forms has been revised effective October 1, 2004. See Attachment D for explanation of the revised requirements. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of bids.

A MBE subcontractor participation goal of 15% of the amount of all payments by the State to the Contractor has been established for this procurement. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as being owned and controlled by one or more socially and economically disadvantaged individuals. MBE participation in work performed under this contract will be monitored by the State.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBE's is available via this web site.

Section 2 - Description of Required Services and Deliverables

2.1 BACKGROUND

The goal of this procurement is to upgrade the capabilities of the uninterruptible power supply (UPS) in the Archives' main server room and to provide a level of redundancy required for the preservation of permanent electronic records. This will be accomplished by increasing overall power availability from existing single N+1 redundancy UPS Power Feed (A) dual zone to (two) N+1UPS dual zone by installing a second UPS to Feed the "B" side of all racks supporting dual server power supplies. This will increase overall power availability from existing single breaker, N+1 UPS level of existing coverage to redundant breakers, redundant UPS/PDU with transformer to the A feed (from the existing UPS) and to the B feed (from the new UPS) at each rack. In other words, this procurement is for an additional UPS to work in tandem with the existing UPS. The existing UPS will feed one side of the computer racks and the new, to be installed UPS will feed the other side of the computer racks to provide redundant UPS service to the computer racks.

2.2 MANDATORY REQUIREMENTS

- 1) Contractor must be authorized by APC (American Power Conversion Corp.) to resell and install the equipment described in this IFB.
- 2) Contractor must demonstrate in their bid document that they are authorized by APC to furnish and coordinate installation of the equipment specified and must demonstrate competence to tap into existing power supply and distribute the power to the racks as designed in the project plan.
- 3) Contractor shall assume responsibility for project design, management and installation of all products required of this IFB. All labor and supervision is also to be provided by the contractor.
- 4) All supplied materials shall be purchased and not leased and shall be new and not refurbished.
- 5) Contractor shall ensure that all supplied materials and the installation are in conformance with APC design specifications for this equipment.
- 6) Three year warranty required. Warranty to begin following the 30 day period of performance for acceptance noted in Section 2.5.
- 7) Price quote must include all parts and labor associated with installation.
- 8) Equipment must be delivered, installed and accepted within two months after receipt of order.
- 9) All prices FOB: Maryland State Archives, 350 Rowe Blvd. Annapolis, MD 21401-1685. All deliveries inside to MSA server room. Note: MSA has a loading dock and has a freight elevator capable of handling 5,000 pounds.
- 10) Installation must be coordinated with delivery.
- 11) All electrical services must pass Maryland state inspection.

2.3 SCOPE OF SERVICES AND SPECIFICATIONS

Line	Product Number	Description	Qty.
Bill of Materials for Room B-004 Maryland State Archives			
1	SY80K80F	Symmetra PX 80kW Scalable to 80kW N+1 with Premium XR Battery Enclosure, 208V	1
2	SYPM10KF	Symmetra PX 10kW Power Module, 208V	1
3	PSX-PDU120V	120 V TYPE PDU	1

Line	Product Number	Description	Qty.
4	ELECTRICAL SYSTEM 120V	ELECTRICAL SYSTEM 120V	1
5	0G-PD80G6FK1-M1	PDU 80KW 480V IN MBP ISO TRANS SINGLE FEED	1
6	RACK COLOR	RACK COLOR	1
7	0M-2601	KIT 80KW PSX-PDU BLACK EXTERIOR	1
8	DISTRIBUTION BREAKERS 120V	TYPE & AMP OF DISTRIBUTION CKT BRKS	1
9	0M-4264	3-Pole, 20A Bolt-On Square D Breaker	5
10	0M-2299	S/A CKT BRKR 2P 30A 10K UL	5
11	0M-2603	ASSY THREE POLE TESTED 80A CKT BREAKER	1
12	0M-0218	S/A BLANK PNL 1P CKTBRK NAM PSX-PDU	14
13	DISTRIBUTION CORDSETS 120V	OVERHEAD DISTRIBUTION CORDSETS	1
14	0M-5350-009	TC 5WIRE W/L21-20 9FOOT	1
15	0M-5350-025	TC 5WIRE W/L21-20 25FOOT	2
16	0M-5350-027	TC 5WIRE W/L21-20 27FOOT	1
17	0M-5350-029	TC 5WIRE W/L21-20 29FOOT	1
18	0M-5359-027	TC 3WIRE W/L6-30 27 FOOT	5
19	INSTRUMENTATION 120V	INSTRUMENTATION OPTIONS	1
20	0M-0217	BRANCH CURRENT MONITORING 21 POLE	2
21	OPTIONS & ACCESSORIES 120V	OPTIONS AND ACCESSORIES	1
22	0G-ISX-B-UM-80	GEN ISX 80K TYPE B USERS MANUAL	1
23	0M-5473	KIT 1/0 FLEX LUG	3
24	0M-5495	KIT CROSS TIE BLANKING PANEL	2
25	PSX-RDP120V	120 V TYPE RDP	1
26	PSX RDP BASE SYSTEM 120V	PSX RDP BASE SYSTEM 120V	1
27	0G-PDRDP-F-13-X	ISX RDP 208V 13 IN VX RACK	1
28	DISTRIBUTION BREAKERS 120V	TYPE & AMP OF DISTRIBUTION CKT BRKS	1
29	0M-4264	3-Pole, 20A Bolt-On Square D Breaker	5
30	0M-0218	S/A BLANK PNL 1P CKTBRK NAM PSX-PDU	21
31	DISTRIBUTION CORDSETS 120V	OVERHEAD DISTRIBUTION CORDSETS	1
32	0M-5350-005	TC 5WIRE W/L21-20 5 FOOT	1
33	0M-5350-007	TC 5WIRE W/L21-20 7FOOT	1

Line	Product Number	Description	Qty.
34	0M-5350-009	TC 5WIRE W/L21-20 9FOOT	1
35	0M-5350-011	TC 5WIRE W/L21-20 11FOOT	2
36	PSX RDP OPTIONS & ACCESSORIES	PSX RDP OPTIONS & ACCESSORIES	1
37	0M-2979	ASSY RDP RACK 42U 1000MM SIDE PANEL BLK	1
38	0M-3037	S/A PACKAGING RDP RACK TROUGH	1
39	AR8161ABLK	NetShelter Shielding Trough 600mm wide Black	3
40	AR8190BLK	Shielding Trough 3rd Party Roof Adapter	1
41	AR8178BLK	PDU Shielding Trough 750mm Wide Black	1
42	AR8165ABLK	Power Cable Ladder 12" (30cm) wide w/ Bracket Kit	1
43	AP7610	Rack PDU,Metered,2U,5.7kW,120&208V,(3)L5-20 & (3)L6-20	1
44	AR8390	APC NetShelter VX-VS Grounding Kit	1
45	AR8176BLK	750mm Wide Trough Brackets	1
46	AR8177BLK	750mm Wide Partition Brackets	1
47	AP7862	Rack PDU, Metered, Zero U, 5.7kW, 120V, (42)5-20	10
48	AP7864	Rack PDU,Metered, ZeroU, 5.7kW, 208V, (36)C13 & (6)C19	4
49	AR8376BLK	NetShelter VX-VS 42U Baying Kit Black	1
50	WASSEMUPS- PX-31	Scheduled Assembly Service for Symmetra PX 80KW UPS, first XR Frame and/or PDU	1
51	WASSEMRDP- PX-34	InfraStruXure Assembly Services	1
52	WASSEM1-3R- PX-10	Rack Assembly Services	1
53	WPKONSITENB D-PX-31	(1) Year On-Site Next Business Day Response Service Package Upgrade covering 1st year of ownership	1
54	WPKONSITENB D-PX-34	(1) Year On-Site Next Business Day Response Service Package Upgrade covering 1st year of ownership	1
55	WSITECOORD	Site Coordination Service	1
56	WPRJ	Installation and Project Management (see above Sec 2.2 Mandatory Requirements)	1
57	PD3P20ABBSD	APC PDU 3-POLE 20AMP, BOLT ON, SQUARE D BREAKER	3
58	PD2P30ABBSD	APC PDU 2-POLE, 30AMP, BOLT ON, SQUARE D BREAKER	1
59	PDW17L6-30C	17' SO 3-WIRE CABLE #10 AWG UL WITH L6-30C	1
60	PDW9L21-20R	9' SOOW 5-WIRE CABLE #12 AWG UL WITH L21-20R	1
61	PDW7L21-20R	7' SOOW 5-WIRE CABLE #12 AWG UL WITH L21-20R	2

Installation instructions

Contractor will install all UPS Infrastructure parts and accessories according to APC standards, and configuration and installation requirements.

The Contractor will be required to tap into existing 480 volt, 150 amp breaker at GE Switchboard located in the mechanical room adjacent to the server room in order to feed the new APC 80 kW Infrastructure UPS. The 480 V service is to be brought into Room B-4 by the contractor and connected to new UPS equipment. This will require one wall penetration. Contractor shall notify the Archives in advance of performing the wall penetration to ensure that the Halon fire suppression system can be deactivated.

Contractor will disconnect B feed from existing 7 racks and re-feed the B side with the new UPS equipment. Contractor will supply and install all materials, including conduit, conductors, and supports for the 80 kW UPS feed.

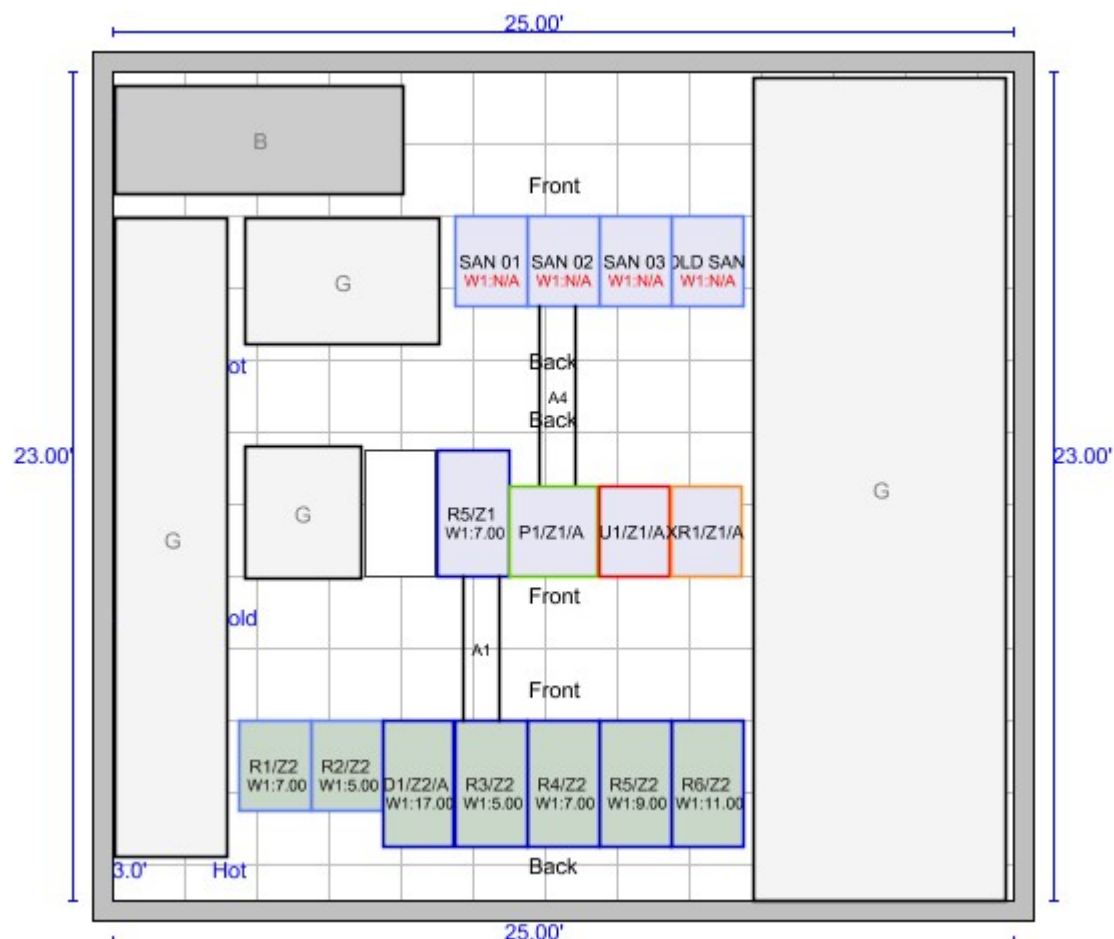
The contractor shall perform all work between the hours of 7am and 3:30pm, Monday through Friday. No power outage is expected to result from this implementation. If a power outage is determined to be required, it will be scheduled with MSA and may have to be performed during non-working hours or on a weekend. In no case shall any scheduled outage exceed 3 hours.

Whips Configuration

Name: P1/Z1/A				Type:	Power Distribution Unit
CB-Position	Breaker	Whip	To	Type	Name
0	none		R1/Z1	Existing Rack	Existing R6
0	none		R2/Z1	Existing Rack	Existing R5
0	none		R3/Z1	Existing Rack	Existing R4
1-3-5	0M-4264	0M-5350-009	R4/Z1	Existing Rack	Existing Rack
2-4	0M-2299	0M-5359-027	R5/Z1	Extra Whips	Extra
6-8	0M-2299	0M-5359-027	R6/Z1	Extra Whips	Extra
7-9	0M-2299	0M-5359-027	R7/Z1	Extra Whips	Extra
10-12	0M-2299	0M-5359-027	R8/Z1	Extra Whips	Extra
11-13	0M-2299	0M-5359-027	R9/Z1	Extra Whips	Extra
14-16-18	0M-4264	0M-5350-025	R10/Z1	Extra Whips	Existing R4
15-17-19	0M-4264	0M-5350-025	R11/Z1	Extra Whips	Existing R4
20-22-24	0M-4264	0M-5350-027	R12/Z1	Extra Whips	Existing R5
21-23-25	0M-4264	0M-5350-029	R13/Z1	Extra Whips	Existing R6
38-40-42	0M-2603	0M-5350-029	D1/Z2/A	Rack Mount Distribution Panel	D1/Z2/A

Name: D1/Z2/A				Type:	Power Distribution Unit
CB-Position	Breaker	Whip	To	Type	Name
1-3-5	0M-4264	0M-5350-029	D1/Z2/A	Rack Mount Distribution Panel	N/A
2-4-6	0M-4264	0M-5350-011	R1/Z2	Existing Rack	Existing R3
7-9-11	0M-4264	0M-5350-009	R2/Z2	Existing Rack	Existing RDP
8-10-12	0M-4264	0M-5350-007	R3/Z2	Existing Rack	Existing R2
13-15-17	0M-4264	0M-5350-005	R4/Z2	Existing Rack	Existing R1
14-16-18	0M-4264	0M-5350-011	R5/Z2	Extra Whips	To R2
38-40-42	0M-2603	0M-5350-011	P1/Z1/A	Rack Mount Distribution Panel	N/A

Floor Plan for Room B-4



2.4 PRODUCT SUBSTITUTION/REPLACEMENT

During the warranty / maintenance period, the Contractor may substitute or replace failing components with products that are of an equal or greater performance and value only upon the written approval of the Procurement Officer. Any request for substitution or replacement must be in writing from the Contractor. The request must include the reason, all substitution/replacement product documentation, literature, etc. as required by this solicitation.

2.5 PERFORMANCE PERIOD FOR ACCEPTANCE

The State requires a 30 day performance period after installation is declared complete by the State. If a critical component part fails to meet the stated level of performance, the contractor may be ordered by the State to terminate the project and remove all equipment at no additional cost or claim to the State. The installation will be considered complete when the equipment installed has been working properly for 30 days.

Section 3 – Bid Preparation, Submission and Selection Procedure

3.1 EVALUATION CRITERIA

A contract will be awarded to the responsible and responsive bidder whose bid meets the requirements of this Invitation for Bids; is authorized by APC to resell and install the equipment described in Section 2; and whose bid offers the most favorable bid price.

3.2 BID FORMAT

- 3.2.1 Bidders must use and complete the bid form, Attachment E – Financial Bid Form. Do not change or alter Attachment E.
- 3.2.2 Bidders must offer sufficient documentation for the Archives to make an affirmative determination that the bidder is a responsible offeror and must demonstrate that they understand the requirements of Section 2.
- 3.2.3 Bidder agrees to comply with each and every section, subsection and addendum of this solicitation. Failure to comply will result in the rejection of your bid.
- 3.2.4 All technical data and brochures will follow the last section of the bid.
- 3.2.5 Do not alter any State attachments.
- 3.2.6 Additional Required Submissions:
 - 3.2.6.1 Bid/Proposal Affidavit - Attachment B ;
 - 3.2.6.2 MBE forms in Attachment D
 - 3.2.6.3 Mercury Affidavit – Attachment F

3.3 PREPARATION OF BIDS SUBMISSION

- 3.3.1 An original and one copy of each bid must be submitted. The original should be clearly marked "Original."
- 3.3.2 Bids must be submitted in sealed envelopes clearly marked as a bid with the project number and due bid date.
- 3.3.3 Bids must be submitted to the office identified in Section 1.3.
- 3.3.4 Bids must be delivered on time, on or before the due date and time specified in the "Key Information Summary."

3.4 AUTHORIZED SIGNATURE

The authorized signature area on Attachments D-1 and E must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the bid.

3.5 VENDOR EXPERIENCE AND CAPABILITIES

Bidders must provide documentation sufficient to establish that the bidder is authorized by APC to resell and install the products listed in Section Two of this IFB.

Bidders must provide documentation sufficient to establish that the electrician that will handle the electrical portion of the required services possesses the proper certifications and credentials to perform high voltage electrical work.

Bidders shall include information on past experience with similar projects and pertinent corporate resources and shall include the following sections:

Bidders shall provide an overview of its experience rendering services similar to those included in Section 2 of this IFB. This description shall include a summary of the services offered, the number of years the bidder has provided these services, the number of clients and geographic locations the vendor currently serves, etc.

Bidders shall describe the corporate resources that will be available to support this contract.

Bidder shall provide references from its customers who are capable of documenting:

- a. The bidder's ability to manage projects of comparable size and complexity.

- b. The quality and breadth of services provided by the bidder.
- c. Each client reference to include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of contract(s) supporting client organization.
- d. The services provided, scope of the contract, geographic area supported, performance objectives being satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels).

3.6 LEGAL ACTIONS STATEMENT

Provide a statement as to whether there are any outstanding legal actions against the vendor.

Section 4 - Attachments

In accordance with State Procurement Regulations, Attachments B, D, E and F must be completed and submitted at the time bids are due. Attachment C must be submitted at Contract award time.

Attachments to this solicitation include the following:

Contract	Attachment A
Proposal Affidavit	Attachment B
Contract Affidavit	Attachment C
Minority Business Enterprise Forms	Attachment D
Bid Price Form	Attachment E
Mercury Affidavit	Attachment F

End of document
Maryland State Archives
May 19, 2006

Maryland State Archives

Attachment "A" Contract

THIS CONTRACT entered into this _____ day of _____, 20_____, by and between _____, (the "Contractor") and the STATE OF MARYLAND (the "State"). This Contract shall be administered by the Maryland State Archives ("MSA").

IN CONSIDERATION OF the promises and the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Archives and the Contractor agree as follows:

SECTION 1 – DEFINITIONS

Except as provided otherwise in this Contract, terms used in this Contract and the IFB shall have the meanings provided in the IFB. In this Contract, the following words have the meanings indicated:

1.1 "Contractor" means _____ whose principal business address is _____.

1.2 "Contractor's Information" means proprietary works of authorship, that have been created for others, including without limitation software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by Contractor or by third parties under contract to Contractor (a) before the issuance of this contract and (b) specifically identified in the contractor's bid.

1.3 "MSA" means the Maryland State Archives.

1.4 "Financial Proposal" means the Contractor's Financial Proposal dated _____ which was attached to the IFB as Attachment E.

1.5 "Procurement Officer" means Timothy D. Baker, Deputy State Archivist.

1.6 "IFB" means the Invitation for Bids – 06-05.

1.7 "State" means the State of Maryland.

SECTION 2 - SCOPE OF SERVICES

2.1 Scope of Contract

The Contractor shall provide the products and services described in the IFB and the Offeror's bid.

All services associated with this contract shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A - The IFB
- Exhibit B - The Offeror's Proposal including the Financial bid
- Exhibit C - Contract Affidavit
- Exhibit D – Bid / Proposal Affidavit
- Exhibit E – Mercury Affidavit

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and modified in writing accordingly. The Contractor must assert in writing its right

to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

SECTION 3 - TIME FOR PERFORMANCE

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on the date on which the Contract is executed by MSA and approved by the Department of Budget and Management.

SECTION 4 – CONSIDERATION AND PAYMENT OF STATE OBLIGATIONS

4.1 The consideration to be paid the Contractor shall be in accordance with the IFB and the Offeror's Financial Proposal.

4.2 Payment to the Contractor shall be made in accordance with this Contract and Section 2 of the IFB and shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. MSA will accept an invoice from the contractor following the successful completion of the Period for Performance Acceptance. The amount to be paid will be the amount specified in the Contractor's financial proposal and shall cover all equipment and services associated with delivery and set-up.

Total amount of the contract shall not exceed \$

4.3 Each invoice must reflect the Contractor's federal tax identification number, which is _____. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

4.4 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

SECTION 5 - MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

5.1 If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

SECTION 6 - NON-HIRING OF OFFICIALS AND EMPLOYEES

6.1 No official or employee of the State of Maryland, as defined under State Government Article, Section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this contract and while serving as an employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

SECTION 7 - DISPUTES

7.1 This Contract shall be subject to the provisions of the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

7.2 Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

SECTION 8 - MARYLAND LAW

8.1 This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland.

SECTION 9 – MODIFICATIONS / AMENDMENTS

9.1 Any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged.

SECTION 10 - NON-DISCRIMINATION IN EMPLOYMENT

10.1 The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION 11 - CONTINGENT FEE PROHIBITION

11.1 The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration.

SECTION 12 - TERMINATION FOR CAUSE

12.1 If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State may seek to affirmatively collect damages. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

SECTION 13 - TERMINATION FOR CONVENIENCE

13.1 The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time-to-time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

SECTION 14 - DELAYS AND EXTENSIONS OF TIME

14.1 The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in

the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

SECTION 15 - SUSPENSION OF WORK

15.1 The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

SECTION 16 - PRE-EXISTING REGULATIONS

16.1 In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

SECTION 17 - FINANCIAL DISCLOSURE

17.1 The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

SECTION 18 - POLITICAL CONTRIBUTION DISCLOSURE

18.1 The Contractor shall comply with the Election Law Article, sections 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term on (a) February 5, to cover the 6 month period ending January 31; and (b) August 5, to cover the 6 month period ending July 31.

SECTION 19 - RETENTION OF RECORDS

19.1 The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

SECTION 20 - COMPLIANCE WITH LAWS

20.1 The Contractor hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- (c) It shall comply with all Federal, State and Local laws applicable to its activities and obligations under this Contract; and,
- (d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

SECTION 21 - LIABILITY FOR LOSS OF DATA

21.1 In the event of loss of any data or records necessary for the performance of this Contract, where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records in the manner and time specified by the Procurement Officer.

SECTION 22 - INDEMNIFICATION

22.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

22.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

22.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

22.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

SECTION 23 – COST AND PRICE CERTIFICATIONS

23.1 By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

23.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

SECTION 24 – ADMINISTRATIVE

24.1 Procurement Officer. Work under this contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this agreement shall be referred to the Procurement Officer for determination.

24.2 The Procurement Officer shall constitute the final acceptance authority for work performed.

24.3 Notices. All notices required to be given by one party to the other hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Timothy D. Baker
Deputy State Archivist
Maryland State Archives
350 Rowe Blvd. Annapolis, MD 21401

If to the Contractor:

SECTION 25 – PAYMENT OF STATE OBLIGATIONS

Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

SECTION 26 - REPRESENTATIONS

Each party to this agreement represents and warrants to the other that it has full right, power and authority to execute this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first above written.

ATTEST: CONTRACTOR

BY: (name)

(title)

ATTEST: STATE OF MARYLAND

BY: (name)

(title)

Approved for form and legal sufficiency this _____ day of _____, _____

Assistant Attorney General

End of document May 16, 2006

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-
-

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate

value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____ .

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____ (Authorized Representative and Affiant)

**COMAR 21.07.01.25
CONTRACT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of _____
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated _____, 200____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: _____ BY: _____

Signature (Authorized Representative and Affiant)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION

RFP ATTACHMENT D State of Maryland **MINORITY BUSINESS ENTERPRISE PARTICIPATION**

A. Purpose

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

An MBE subcontract participation goal of **15** percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) Outreach Efforts Compliance Statement (Attachment D-3)
- (2) Subcontractor Project Participation Statement (Attachment D-4)
- (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any sub-goal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Attachments

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-5 Prime Contractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the Prime Contractor)
- D-6 Subcontractor Paid/Unpaid MBE Invoice Report (must be submitted monthly by the MBE subcontractor)

Attachment D-1

Certified MBE Utilization and Fair Solicitation

AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposals), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If I am the apparent awardee, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment D-2
MBE Participation Schedule
(for submission with bid or proposal)

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

Attachment D-2
MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

Attachment D-3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference
☐ No pre-bid/proposal conference was held.

Bidder/Offeror Name

By:

Name

Address

Title

Date

ATTACHMENT D-4
Subcontractor Project Participation
Statement

Submit one form for each Certified MBE listed in the MBE Participation Schedule

Provided that _____ is awarded the State contract
Prime Contractor Name

RFP _____, it and _____, MDOT Certification No. _____,
Subcontractor Name

intend to enter into a contract by which subcontractor shall:

(describe work) _____

- ☐ No bonds are required of Subcontractor
☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

PRIME CONTRACTOR MBE REPORTING INSTRUCTIONS

These instructions are meant to accompany the customized reporting forms sent to you by the Procurement Officer for the contract referenced above. If, after reading these instructions, you have additional questions or need further clarification, please contact the Department's MBE Liaison at vanl@mdsa.net or at 410-260-6405.

1. As the prime contractor, you have entered into a contractual agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to meet the MBE participation requirements established for this contract. Part of that requirement, as outlined in the contract, includes submission of monthly MBE payment reports to the State. Reporting forms D-5 (Prime Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The prime contractor must complete a separate form D-5 for each MBE subcontractor (each subcontractor reference herein means MBE subcontractor) for each month of the contract and submit one copy to the location(s) indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. It is preferred that the signed report be submitted in PDF or Word format with an electronic signature, however, reports sent via postal delivery are acceptable. **Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month. For Statewide master contracts where contractors must compete for individual Task Order awards, only those prime contractors who have been awarded a Task Order Contract (TOC) and have received a Purchase Order from the State are required to submit monthly reports along with their subcontractors.**
3. The prime contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The prime contractor should make sure that the subcontractor receives all the information necessary to complete the D-6 form properly, i.e., all of the information located in the upper right corner of the D-5 form. It may be wise to enter the information on form D-6 for the subcontractor's convenience. This will help to minimize any confusion for those who receive and review the reports and will ensure that your company/firm receives proper credit for all MBE payments.
4. **It is the responsibility of the prime contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's monthly D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the prime contractor cannot and will not be given credit for subcontractor payments, regardless of the prime contractor's proper submission of the D-5 reports. The Department's MBE Liaison will contact the prime contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. Any changes to the prime contractor's MBE plan (MBE Participation schedule) after contract commencement must be requested in writing to the Procurement Officer and may not be implemented until approval has been received. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

This form is to be
completed monthly
by the prime
contractor.

ATTACHMENT D-5

Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Purchase Order #: _____
Report is due by the 15th of the following month.	Contracting Unit: _____
	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

MBE Officer, Maryland State Archives, 350 Rowe Blvd., Annapolis MD 21401 or email to vanl@mdsa.net

Signature: _____ Date: _____

ATTACHMENT D-6

This form is to be
completed monthly
by the MBE
subcontractor.

Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #: _____
Reporting Period (Month/Year): _____	Purchase Order #: _____
	Contracting Unit: _____
	Contract/PO Amount: _____
	MBE Subcontract Amount: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____
Report is due by the 15th of the following month.	

MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime Contractor during this reporting period. 1. _____ 2. _____ 3. _____ 4. _____ Total Dollars Paid: \$ _____	List dates and amounts of any outstanding invoices. 1. _____ 2. _____ 3. _____ 4. _____ Total Dollars Unpaid: \$ _____	
Prime Contractor: _____ Contact Person: _____		

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

MBE Officer, Maryland State Archives, 350 Rowe Blvd., Annapolis MD 21401 or email to vanl@mdsa.net

Signature: _____ Date: _____

Attachment E – Financial Bid Form

INSTRUCTIONS

In order to assist offerors in the preparation of their financial proposals and to comply with the requirements of this solicitation, Attachment E, Financial Bid Form, has been prepared. Offerors must print out and submit their price on this form in accordance with the instructions specified herein. Do not alter the form or the offer may be rejected. The Financial Proposal Form is to be completed, signed and dated by an individual who is authorized to bind the firm to all prices offered. Enter all information in the space provided.

Price being bid must be clearly typed or written in ink. Price must be the actual price the State will pay for all services outlined in the IFB and may not be contingent on any other factor or condition in any manner.

It is imperative that the prices included on Attachment E Financial Proposal Form have been entered correctly and calculated accurately by the offeror. Any incorrect entries by the vendor will be treated as provided in COMAR 21.05.02.12. Except as instructed on the form, nothing shall be entered on the bid price form that alters or proposes conditions or contingencies on the bid price.

All work and materials associated with installation of APC InfraStruXture Solution uninterruptible power supply described in IFB 06—05:

\$_____

Submitted by _____
Authorized Representative Signature

Date: _____

Name: _____

Title: _____

Company Name: _____

Phone: _____

Federal ID Number: _____

MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE
THEREBY AFFIRM THAT:

I am the _____ (Title) and the duly authorized representative of
_____ (Business). I possess the legal authority to make this affidavit
on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

☐ The product(s) offered do not contain mercury.

OR

☐ The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury. (Use separate sheet if necessary).

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used. _____

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

_____ By _____
Date Signature

Print Name: _____
Authorized Representative and Affiant